



**Sean Rogan**  
Executive Director

**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office

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**Gloria Molina**  
**Mark Ridley-Thomas**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

August 10, 2010

The Honorable Board of Commissioners  
Housing Authority of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE VIDEO SURVEILLANCE SYSTEMS INSTALLATION FOR SIX HOUSING  
DEVELOPMENTS AND ONE MANAGEMENT OFFICE  
(DISTRICTS 1, 2, 4) (3 VOTES)**

**SUBJECT**

This letter recommends approval of a one-year Contract (Contract) with West Beach Systems to provide and install video surveillance cameras and equipment at the following six housing developments and one management office: Carmelitos located in the City of Long Beach; Nueva Maravilla located in unincorporated East Los Angeles; Francisquito Villa located in the City of La Puente; and Century and Wilton Apartments, 106th Street Apartments, El Segundo II Apartments and the South Scattered Sites management office located in unincorporated South Los Angeles. The Contract term is for one-year with the option to extend for an additional year at the discretion of the Housing Authority.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Award and authorize the Executive Director to execute and if necessary terminate a Contract in the amount of \$194,934 with West Beach Systems, to provide and install video surveillance cameras and equipment at six housing developments and one management office, using \$150,903 in Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD) and \$44,031 in Housing Authority Operating Funds included in the Housing Authority's approved Fiscal Year 2010-2011 budget.
2. Authorize the Executive Director to approve Contract change orders not exceeding \$19,493 for unforeseen project costs, using CFP and Housing Authority Operating Funds.

**ADOPTED**

BOARD OF COMMISSIONERS  
HOUSING AUTHORITY

2-H

August 10, 2010

SACHI A. HAMAI  
EXECUTIVE OFFICER

3. Find that the provision and the installation of video surveillance cameras and equipment is exempt from the California Environmental Quality Act (CEQA) because the activities involve negligible or no expansion of use beyond what currently exists and will not have the potential for causing a significant effect on the environment.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to enter into a one-year Contract for the provision and installation of video surveillance equipment at six housing developments and one management office. These systems will provide additional security for the properties, residents and employees at Carmelitos, Nueva Maravilla, Francisquito Villa, Century and Wilton Apartments, 106th Street Apartments, El Segundo II Apartments and the South Scattered Sites management office.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The Housing Authority will fund this Contract with \$150,903 in CFP funds allocated by HUD and \$44,031 in Housing Authority Operating Funds included in the Housing Authority's approved Fiscal Year 2010-2011 budget. A 10% contingency, in the amount of \$19,493, is also being set aside for unforeseen costs, using CFP and Housing Authority Operating Funds.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

These services are being federally funded and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, Entrance Controls will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

On July 28, 2010, the Housing Commission recommended approval of the Contract award.

### **ENVIRONMENTAL DOCUMENTATION**

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.35 (b) (3), this action is excluded from the National Environmental Policy Act because it involves activities that will not alter existing environmental conditions. The action is exempt from the provisions of CEQA pursuant to State CEQA Guidelines Section 15301 because it involves negligible or no expansion of use beyond what currently exists and does not have the potential for causing a significant effect on the environment.

### **CONTRACTING PROCESS**

On April 29, 2010, nineteen contractors participated at the pre-bid conference and site walks. On May 7, 2010, two bids were received and reviewed. The bid submitted by West Beach Systems was determined to be the lowest, most responsive and responsible bid and is being recommended for the Contract award.

The Summary of Outreach Activities is provided as Attachment A.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this Contract will allow the Housing Authority to continue providing a safe environment for residents at the six housing developments and the South Scattered Sites management office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN  
Executive Director

SR:mc

Enclosures

## **ATTACHMENT A**

### Summary of Outreach Activities

#### Video Surveillance Systems Installation, Monitoring and Maintenance Contract For Six Housing Developments and One Management Office

On April 22, 2010, the following outreach was initiated to identify a contractor for the provision, installation, monitoring and maintenance of video surveillance equipment at five Housing Authority housing developments located throughout the County.

A. Advertising

The announcement was posted on the Community Development Commission/Housing Authority and the County's WebVen websites.

B. Distribution of Proposal Packets

The Housing Authority's vendor list was used to mail out Invitation for Bids Notices to 77 contractors, of which 56 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 74 proposal packages were downloaded from the internet.

C. Pre-Proposal Conference and Site Walk

Nineteen Contractors attended a Pre-Proposal Conference and site walks on April 29, 2010.

D. Proposal Results

On May 7, 2010, a total of two proposals were received, from West Beach Systems and Metro Video Systems.

E. Minority/Female Participation –Contractor and Subcontractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
West Beach Systems	Non-Minority	Total: 10 3 minorities 1 women 30% minorities 10% women

F. Minority/Female Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Metro Video Systems	Non-Minority	Total: 7 4 minorities 0 women 57% minorities 0% women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of the contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

## **ATTACHMENT B**

### **Contract Summary**

**Project Name:** Video Surveillance Systems Installation  
**Location:** Six Housing Developments and one management office within Los Angeles County  
**Bid Number:** CDC10-083  
**Bid Date:** May 7, 2010  
**Contractor:** West Beach Systems  
**Purpose:** The Scope of Work includes the provision and installation of video surveillance equipment. These systems will be installed at Carmelitos (700 Via Wanda, Long Beach, CA 90806), Nueva Maravilla (4919 Cesar E. Chavez Ave., Los Angeles, CA 90022), Francisquito Villa (14622 Francisquito Ave., La Puente, CA 91746), Century and Wilton Apartments (10025 Wilton Pl., Los Angeles, CA 90047), 106<sup>th</sup> Street Apartments (1100 & 1104 W. 106<sup>th</sup> St., Los Angeles, CA 90044), El Segundo II Apartments (2141 E. El Segundo Blvd., Los Angeles, CA 90222), and the South Scattered Sites management office (12721 Central Ave., Los Angeles, CA 90059).

**Scope of Work:** See Attached Scope of Work

**Term:** The Contract term is for a period of one year and shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor. The Contract may be extended for an additional twelve months at the discretion of the Housing Authority.

**Liquidated Damages:** In the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Housing Authority the sum of **\$300.00** as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

**Performance Review:** This contract will be monitored for compliance with the Federal prevailing wages during the installation period.

**Compensation:** The Contractor shall be paid as full compensation for the work required, performed, and accepted, exclusive of all costs and expenses which will be deducted from the contract contingency amount, the maximum, not-to-exceed price of **\$194,934**.

**Contract Contingency:** **\$19,493**

**CONTRACT  
INSTALLATION OF VIDEO SURVEILLANCE SYSTEMS**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and West Beach Systems hereinafter referred to as "Contractor."

**RECITAL**

**1. PURPOSE**

The Contractor is in the business of providing installation of Video Surveillance systems. On May 7, 2010 in response to the Housing Authority's Invitation for Bids, Contractor submitted a bid to furnish the hereinafter-described installation of Video Surveillance services to the Housing Authority.

**TERMS AND CONDITIONS**

**2. TERM**

This Contract shall commence as of the day and year first above written and shall remain in force and effect for 12 months. The Contract may be extended for an additional twelve months at the discretion of the Housing Authority.

**3. CONTRACTOR'S RESPONSIBILITIES**

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

**4. COMPENSATION**

The Contractor shall submit to the Housing Authority on the 1st day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed One Hundred Ninety Four Thousand Nine Hundred Thirty Four Dollars (\$194,934), and the total amount of compensation under this Contract will not exceed One Hundred Ninety Four Thousand Nine Hundred Thirty Four Dollars (\$194,934), which shall include all related expenses.

The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.

The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

The Contractor and the Housing Authority agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Housing Authority the sum of Three Hundred Dollars (\$300.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Housing Authority. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Housing Authority may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

## **5. SOURCE AND APPROPRIATION OF FUNDS**

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

## **6. TERMINATION FOR IMPROPER CONSIDERATION**

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such



termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

## **7. ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

## **8. CONFIDENTIALITY OF REPORTS**

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

## **9. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

## **10. INSURANCE**

Without limiting Contractor's indemnifications provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and may provide for such deductibles as may be acceptable to the Housing Authority. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority of the County of Los Angeles (Housing Authority), the Community Development Commission of the County of Los Angeles (Commission), the County of Los Angeles (County), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full

coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

#### WEST BEACH SYSTEMS

The insurance policies set forth herein shall be primary insurance with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When Contractor is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Contractor is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate

\$2,000,000

Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Community Development Commission of the County of Los Angeles (Commission), the Housing Authority of the County of Los Angeles (Housing Authority), the County of Los Angeles (County), and each of their elected and appointed officers, officials, representatives, employees, and agents, shall be named as additional insureds on such policy.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from Housing Authority to eliminate this professional liability insurance requirement. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

- E. CRIME INSURANCE, including coverage against loss of money, securities, inventory or other property, with limits in amounts not less than indicated below:

Employee Theft Coverage	\$1,000,000
Forgery Coverage	\$1,000,000
Client Coverage	\$1,000,000

#### **11. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract except to the extent caused by the sole negligence or willful misconduct of Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

#### **12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN**

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

#### **13. TERMINATION FOR CONVENIENCE**

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory

work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

#### **14. TERMINATION FOR CAUSE**

This Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

#### **15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Housing Authority CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing Authority's under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

**17. POST MOST WANTED DELINQUENT PARENTS LIST**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

**18. INDEPENDENT CONTRACTOR**

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

**19. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

*Professional Conduct:* The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

## **20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

## **21. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

## **22. COMPLIANCE WITH LAWS**

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).



The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-45, inclusive.

**23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

**26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED**

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that

employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be

given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**28. FEDERAL LOBBYIST REQUIREMENTS**

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**30. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

**31. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

A. A responsible contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.

- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.
- C. The Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County or a nonprofit corporation created by the Housing Authority, Commission, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County, any other public entity, a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years,

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.

- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

### **32. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or County or a subcontract with a Housing Authority or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority or County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Housing Authority or County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority or County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority's or County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority or County contracts for a period of time consistent with the seriousness of the breach.

### **33. ACCESS AND RETENTION OF RECORDS**

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

**34. CONFLICT OF INTEREST**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

**35. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**36. INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

**37. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**38. PATENT RIGHTS**

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.



**39. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

**40. NOTICES**

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Maria Badrakhn, Director  
Housing Authority of the  
County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755

The Contractor: Per Fasmer, President  
West Beach Systems  
1701 W. Burbank Blvd., Ste. 202  
Burbank, CA 91506

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

**44. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals and businesses that benefit financially from the Housing Authority through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to

County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

**46. ENTIRE CONTRACT**

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

**SIGNATURES**

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

WEST BEACH SYSTEMS

By \_\_\_\_\_  
Sean Rogan  
Executive Director

By \_\_\_\_\_  
Per Fasmer  
President

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

APPROVED AS TO PROGRAM:  
HOUSING MANAGEMENT DIVISION

By \_\_\_\_\_  
Grace Chang  
Deputy

By \_\_\_\_\_  
Maria Badrakhan  
Director

# **ATTACHMENT A**

## **STATEMENT OF WORK**

## **ATTACHMENT A STATEMENT OF WORK**

### **1.0 BACKGROUND**

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

The Housing Authority is issuing this Invitation for Bids (IFB) to solicit bids for a Contract with an organization to provide installation of a closed circuit television (CCTV) video surveillance system at seven Housing Authority owned locations. No service and or maintenance contracts will be awarded as part of this IFB. The Housing Authority reserves the right to remove any of the above listed locations from consideration for this IFB. The winning bid will be based on the total bid for all seven locations.

### **2.0 GENERAL REQUIREMENTS**

- 2.1 The Contractor shall possess a valid C-7 Low Voltage System or C-10 California Electrical Contractor's License to perform all work in accordance with this statement of work.
- 2.2 The Contractor shall perform all work in accordance with State of California, County of Los Angeles Building Codes and local requirements if applicable. The code with the most stringent requirements shall prevail.
- 2.3 The Contractor shall provide qualified personnel with experience to perform all work in accordance with this Statement of Work.
- 2.4 The Contractor shall provide a qualified Superintendant with a local office.
- 2.5 The Contractor shall provide lead personnel that can communicate effectively in English.
- 2.6 The Contractor will notify the Housing Authority of the completion of work at each site. An authorized Housing Authority representative will sign off on the project if the project has been satisfactorily completed.
- 2.7 Upon completion at each site, the Contractor will provide the Housing Authority with a list of all equipment, usernames and passwords, configurations and a Visio Diagram of the environment.
- 2.8 Upon completion at each site, the Contractor will provide the Housing Authority with a site plan showing where all cameras and the DVR is located. The cameras on the site plan shall all be identified numerically,
- 2.9 The Contrator shall obtain all required permits at its expense as required by the County of Los Angeles Building Code.

- 2.10 The Contractor shall ensure that the CCTV system installed at each site is ready to be connected to the internet and viewed remotely.
- 2.11 The Contractor shall ensure that all hardware and software comes with a minimum two year warranty and support.

### **3.0 SPECIFIC WORK REQUIREMENTS**

The Contractor shall install a Closed Circuit Television (CCTV) video surveillance system in accordance with this Statement of Work, Specifications (Exhibit 1) and Site Plans (Exhibit 2) at the following Housing Authority owned locations:

#### **3.1 Carmelitos Housing Development**

The development located at 700 Via Wanda in the City of Long Beach currently has an existing CCTV system at its management office, family learning center and urban garden center.

3.1.1 The Contractor shall install a custom hybrid NVR/DVR systems at all three locations within the Carmelitos housing development

3.1.2 The Contractor shall secure all NVR/DVR'S in a secure, lockable case with an internal fan for ventilation.

#### **3.2 Carmelitos Management Office**

The Carmelitos Management Office currently has three analog cameras and a DVR at the management office.

3.2.1 The Contractor shall replace the existing DVR with a custom hybrid NVR/DVR system that supports eight analog and four IP/Megapixel cameras.

3.2.2 The Contractor shall remove one of the existing analog cameras from its current location and re-install the camera at the south end of the management office overlooking the mailboxes.

3.2.3 The Contractor shall connect the two remaining analog cameras to the new NVR/DVR.

3.2.4 There is a maintenance yard adjacent to the north end of the management office.

3.2.5 The Contractor shall install a 15' pole in the northwest corner of the maintenance yard.

3.2.6 The Contractor shall install an 8 Megapixel 360 Degree Panoramic IP Camera as described in Section 3.7 of Exhibit 1 atop of the newly installed pole facing west along Via Wanda Avenue towards the family learning center.

#### **3.3 Carmelitos Family Learning Center**

The Carmelitos Family Learning Center currently has four analog cameras and a DVR at the family learning center.

- 3.3.1 The Contractor shall replace the existing DVR with a custom hybrid NVR/DVR system that supports four analog and one IP/Megapixel camera.
- 3.3.2 The four existing analog cameras will remain in their current locations and the Contractor shall connect the existing cameras to the new NVR/DVR.
- 3.3.3 The Contractor shall install an 8 Megapixel 180 Degree Panoramic IP Camera as described in Section 3.9 of Exhibit 1 to the roof of the family learning center facing east Via Wanda Avenue towards the management office.

#### 3.4 Carmelitos Urban Garden Center

The Carmelitos Urban Garden Center currently has four analog cameras and a DVR at the urban garden center.

- 3.4.1 The Contractor shall replace the existing DVR with a custom hybrid NVR/DVR system that supports four analog and one IP/Megapixel camera.
- 3.4.2 The four existing analog cameras will remain in their current locations and the Contractor shall connect the existing cameras to the new NVR/DVR.
- 3.4.3 The Contractor shall install an 8 Megapixel 180 Degree Panoramic IP Camera as described in Section 3.11 of Exhibit 1 to the roof of the urban garden center.

#### 3.5 Century & Wilton Apartments

The Century and Wilton Apartments, located at 10025 Wilton Place, Los Angeles, CA 90047, are a 40 unit complex located in South Los Angeles

- 3.5.1 This is a new installation as there is no existing CCTV system at the site.
- 3.5.3 The Contractor shall install one DVR and 16 analog cameras as proposed in Site Plan 1.
- 3.5.4 The Contractor shall secure the DVR in a lockable case with a fan to provide ventilation to the system.

#### 3.6 El Segundo II Apartments

The El Segundo II Apartments, located at 2141 E. El Segundo Boulevard, Los Angeles, CA 90222, are a 13 unit complex located in South Los Angeles.

- 3.6.1 This is a new installation as there is no existing CCTV system at the site.
- 3.6.2 The Contractor shall install one DVR and 16 analog cameras as proposed in Site Plan 2



3.6.3 The DVR will be secured in a lockable case with a fan to provide ventilation to the system

### 3.7 Francisquito Villa Apartments

The Francisquito Villa Apartments, located at 14622 Francisquito Avenue, La Puente, CA 91746, are an 89 unit senior complex located in the City of La Puente.

3.7.1 The Contractor shall install one DVR and 16 analog cameras as proposed in Site Plan 3.

3.7.2 The DVR will be secured in a lockable case with a fan to provide ventilation to the system.8.8

### 3.8 Nueva Maravilla Housing Development

The Nueva Maravilla Housing Development located at 4919 Cesar E. Chavez Avenue, Los Angeles, CA 90022, is a 504 unit development located in unincorporated East Los Angeles.

3.8.1 Contractors not involved with this project will install four new 50' poles with dedicated power lines in preparation for this project.8.8.3There is currently a PTZ on site that is hardwired to an onsite Los Angeles County Sheriff's Department satellite office

3.8.2 The Contractor shall install a wireless CCTV system on four new 50' poles in Colonia de los Pinos, Colonia de las Palmas, Colonia de las Magnolias and Colonia de los Cedros.

3.8.3 The wireless system will transmit a signal back to the existing PTZ.

3.8.4 The DVR will be replaced by a custom hybrid NVR/DVR described in Section 2.4 of Exhibit 1.

3.8.5 The Contractor shall install a custom hybrid NVR/DVR with inputs for 8 analog and 4 IP/Megapixel cameras.

3.8.6 The Contractor shall secure the NVR/DVR in a lockable case with a fan to provide ventilation to the system.

3.8.7 The Contractor shall connect the existing PTZ, an existing analog camera that is trained on the PTZ and the four new 8 Megapixel 360 Degree Panoramic IP Cameras described in Section 3.14 of Exhibit 1 to the new NVR/DVR.

### 3.9 South Scattered Sites Management Office

The South Scattered Sites Management Office located at 12721 Central Avenue, Los Angeles, CA 90059, houses the Housing Authority's South Scattered Sites management team and maintenance staff and is located in South Los Angeles.

3.9.1 There is an existing basic CCTV system that alerts clerical staff when people are entering into the lobby. This system will remain in place.

- 3.9.2 The Contractor shall install one DVR and 13 analog cameras as proposed in Site Plans 4A and 4B.
- 3.9.3 The Contractor shall install the DVR in a tool closet located inside of the main building.
- 3.9.4 The Contractor shall secure the DVR in a lockable case with a fan to provide ventilation to the system.
- 3.9.5 The Contractor shall install the parking lot cameras to the existing light poles detailed in Site Plan 4B.

### 3.10 106<sup>th</sup> Street Apartments

The 106<sup>th</sup> Street Apartments located at 1100 and 1104 W. 106<sup>th</sup> Street Los Angeles, CA 90044, are two buildings with separate street addresses within one property line.

- 3.10.1 This is a new installation as there is no existing CCTV system at either building.
- 3.10.2 The Contractor shall install one DVR and 13 cameras as proposed in Site Plan 5.
- 3.10.3 The Contractor shall secure the DVR in a lockable case with a fan to provide ventilation to the system.

## **RESPONSIBILITIES**

The Housing Authority and the Contractor's responsibilities are as follows:

### Housing Authority

#### 4.1 Personnel

- 4.1.1 The Housing Authority shall monitor the Contractor's performance in the daily operation of this Contract.
- 4.1.2 The Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 The Housing Authority shall prepare amendments to the Contract in accordance with the Contract.
- 4.1.4 The Housing Authority shall be responsible for obtaining all required variances

### Contractor

#### 4.2 Project Manager

- 4.2.1 The Contractor shall provide a full-time Project Manager with five (5) years of experience in managing projects of similar size and scope as contained in this Statement of Work
- 4.2.2 The Contractor's Project Manager shall act as a central point of contact with the Housing Authority, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

4.2.3 The Contractor shall provide a phone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

4.2.4 The Contractor's Project Manager shall be able to effectively communicate in English, both orally and in writing.

#### 4.3 Personnel

4.3.1 The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

#### 4.4 Materials and Equipment

The Contractor is responsible for the purchase/rental of all materials/equipment to provide the needed services. The Contractor shall use all materials and equipment that are safe for the environment and safe for use by the Contractor's employees.

#### 4.5 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 AM to 5:00 PM., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

### **HOURS/DAYS OF WORK**

Housing Authority hours are from 8:00 AM to 5:00 PM. Housing Authority offices are closed on the following Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day

- Christmas Day

## **6.0 WORK SCHEDULES**

The Contractor shall submit for review and approval a work plan to the Housing Authority within ten (10) days prior to starting work. The work plan shall identify all the required trades to be performed. The schedules shall list the time frames by day of the week, morning and afternoon, and the tasks to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the Housing Authority for review and approval with five (5) working days prior to scheduled time for work.

## **7.0 QUALITY ASSURANCE PLAN**

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

### **7.1 Performance Requirements**

The Housing Authority shall monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract.

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be

credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

#### 7.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

#### 7.3 Contract Deficiency Notice

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

#### 7.4 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **8.0 ADDITION/DELETION OF SERVICES**

The Housing Authority reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Housing Authority and the Contractor.

## **EXHIBIT 1**

### **SPECIFICATIONS**

#### **1.0 DIGITAL VIDEO RECORDER (DVR)**

All DVR's must meet the following minimum specifications:

- 1.1 16 Camera/Video Inputs
- 1.2 1TB storage capacity
- 1.3 Store at least 20-30 days of video for all cameras
- 1.4 Record at 5 -7 FPS per camera
- 1.5 H.264 MPEG-4 Version 10 or better compression
- 1.6 Must integrate with Microsoft Active Directory Services for user authentication with no limit to the number of users allowed to access system
- 1.7 Allow for multiple security levels/definitions, based on both user name or group membership
- 1.8 Allow for remote access to live and recorded video from client/server application and web browser interface, with no limit of the number of installations or client/server application
- 1.9 Up to 5 simultaneous remote connections to system
- 1.10 Allow for backup and export of video to external media such as DVD, CD, USB, etc.
- 1.11 Allow for export of media to MPEG-4 or AVI files
- 1.12 Must display date and time on all camera videos
- 1.13 Must record upon motion detection per administrator configuration
- 1.14 Must have the ability to set motion detection sensitivity levels
- 1.15 All recordings will be in full color during daylight hours and switch to high sensitivity black and white during full darkness

#### **2.0 CUSTOM HYBRID NETWORK VIDEO RECORDER (NVR)/DIGITAL VIDEO RECORDER (DVR)**

The custom built hybrid NVR/DVR Systems requested by the Housing Authority for the Carmelitos and Nueva Maravilla housing developments must meet the following minimum specifications:

- 2.1 For Carmelitos, 1 system must have inputs for 8 analog and 4 IP/Megapixel cameras.
- 2.2 For Carmelitos, 2 systems must have inputs for 4 analog and 1 IP/Megapixel cameras.
- 2.3 For Carmelitos, the systems must have at least 2TB storage capacity
- 2.4 For Nueva Maravilla, the system must have inputs for 8 analog and 4 IP/Megapixel cameras.
- 2.5 For Nueva Maravilla, the system must have at least 8TB storage capacity.

- 2.6 For both Carmelitos and Nueva Maravilla, the system must store a minimum of least 20-30 days of video for all cameras.
- 2.7 For both Carmelitos and Nueva Maravilla, the system must record a minimum of 30 FPS per camera.

### 3.0 CAMERAS

All internal cameras shall meet the following minimum specifications:

- 3.1 580 TV Lines
- 3.2 2.8-10mm, DC Auto Iris Lens
- 3.3 Equal to or better than the Nuvico CD-STD21N

All external cameras shall meet the following minimum specifications:

- 3.4 580 TV Lines
- 3.5 2.8-10mm, DC Auto Iris Lens
- 3.6 Equal to or better than the Nuvico CV-STD21N

All IP/Megapixel cameras to be used at Carmelitos Management Office, Family Learning Center and Urban Gardens shall meet the following minimum specifications:

- 3.7 **Management Office** – 8 Megapixel 360 Degree Panoramic IP Camera.
- 3.8 The camera should be equal to or better than the Arecont AV 8360.
- 3.9 **Family Learning Center** – 8 Megapixel 180 Degree Panoramic IP Camera
- 3.10 The camera should be equal to or better than the Arecont AV 8180.
- 3.11 **Urban Gardens** - 8 Megapixel 180 Degree Panoramic IP Camera
- 3.12 The camera should be equal to or better than the Arecont AV 8180.

All IP/Megapixel cameras to be used at the Nueva Maravilla Housing Development shall meet the following minimum specifications:

- 3.13 8 Megapixel 360 Degree Panoramic IP Camera.  
The camera shall be equal to or better than the Arecont AV 8360.
- 3.14 All cameras at all seven locations must be enclosed in vandal proof housings.

### 4.0 MONITORS

- 4.1 One 19" (minimum) LCD monitor for the Nueva Maravilla installation.
- 4.2 One portable CCTV installation and test monitor.
- 4.3 Test monitor at minimum should have a 4" LCD.
- 4.4 Test monitor should come with all necessary adaptors and connections.
- 4.5 Test monitor should come with a carrying case.

## **5.0 CONDUIT**

- 5.1 All buried conduit must be of minimum Schedule 40 PVC.
- 5.2 All conduit run along the sides of buildings or up walls must be enclosed in Electrical Metallic Tubing (EMT).
- 5.3 All conduit placed in areas where it is exposed to machinery such as lawn mowers shall be enclosed in Rigid Metal Conduit (RMC).
- 5.4 If trenching is necessary, all conduit must be buried 3ft below ground level.
- 5.5 Contractor must receive approval from the Housing Authority prior to running exposed wiring over the top of buildings.

## **6.0 POLES**

- 6.1 One pole will be installed in the maintenance yard adjacent to the management office at the Carmelitos housing development.
- 6.2 An 8 Megapixel 360 Degree Panoramic IP Camera as described in Section 3.7 will be installed on top of the pole.
- 6.3 The pole will be a minimum of 15' tall.

## **7.0 WIRELESS SYSTEM**

A wireless system will be installed at the Nueva Maravilla housing development. Four new 50' poles with dedicated power lines are being installed concurrently with this project by another vendor. The scope of this project as it relates to Nueva Maravilla is to purchase the required equipment and install once the pole installation has been completed.

All brand names listed below are merely suggestions. Actual products used must be of equal quality or better.

- 7.1 4 Camera pole mounts
- 7.2 4 Outdoor 6" Vandal Resistant Domes
- 7.3 1 Veracity Camswitch Quad 4 Port
- 7.4 1 Veracity Outreach CAT5 LAN & POE EXT/REP
- 7.5 5 Trango Broadband Wireless Packages
- 7.6 Miscellaneous Hardware and Power Supplies

## **8.0 SECURITY CABINETS FOR DVR/NVR**

- 8.1 All DVR/NVR's shall be installed in a secure, lockable cabinet with internal ventilation fan(s).



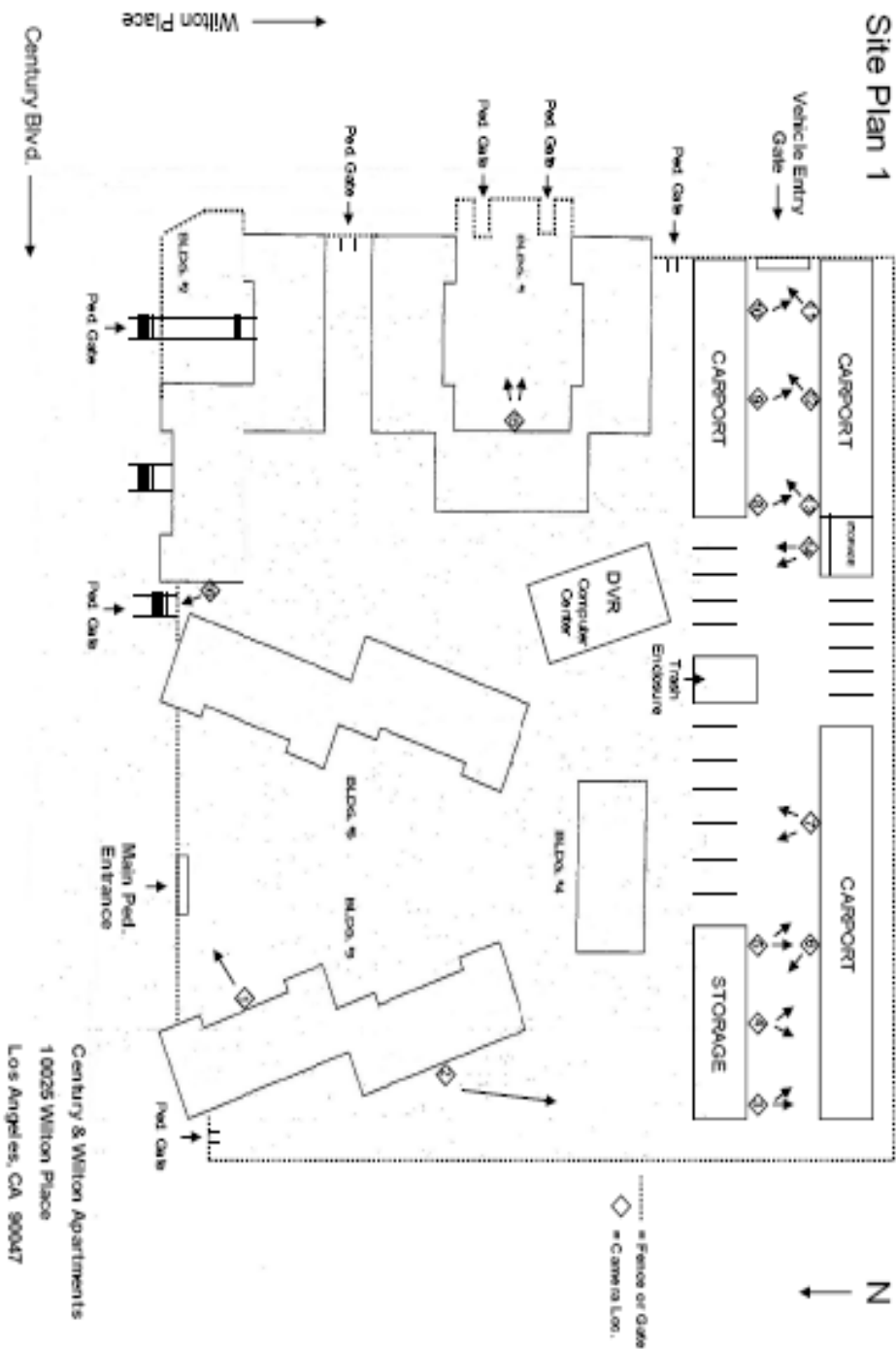
## **EXHIBIT 2**

### **SITE PLANS**

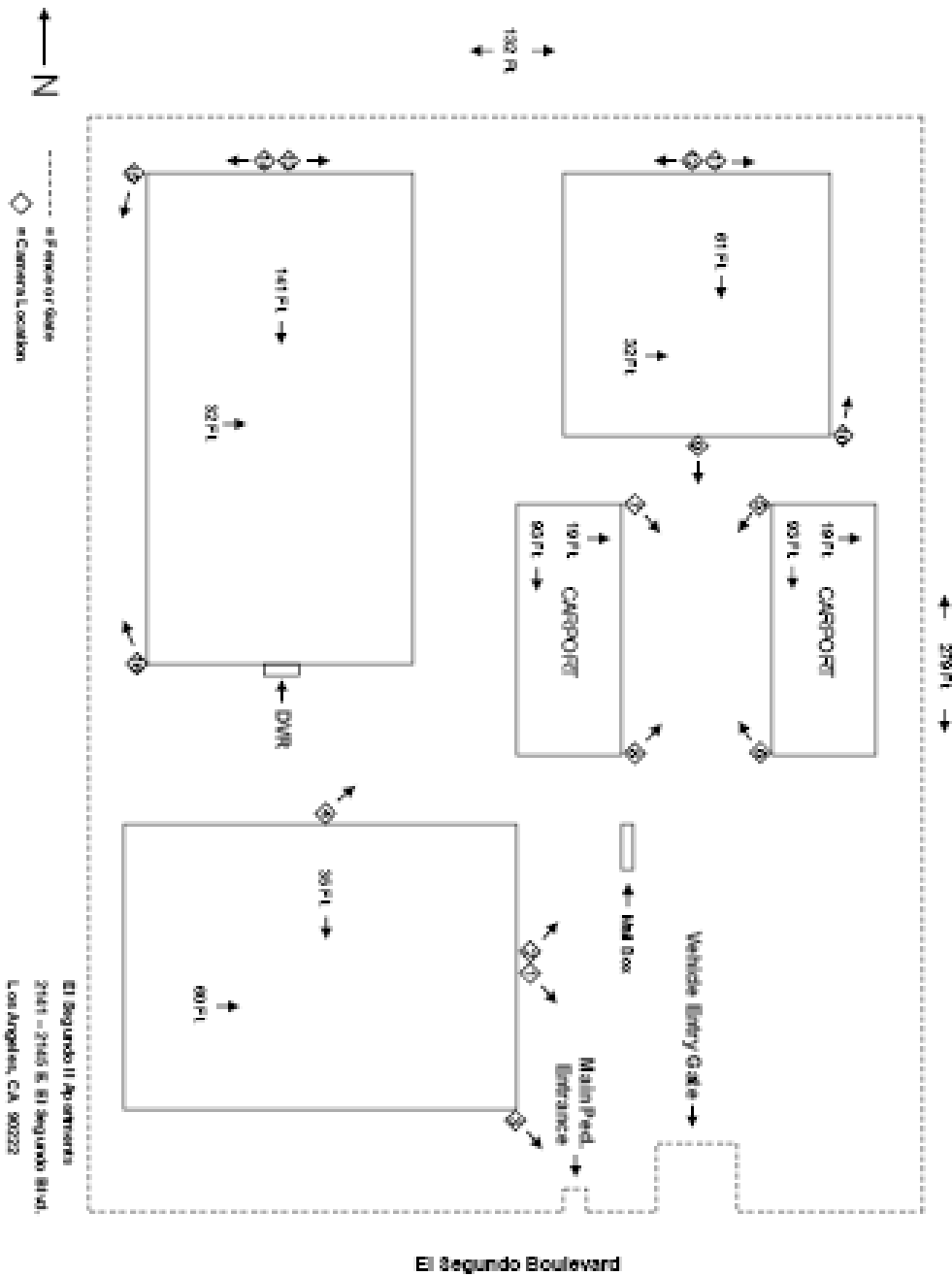
The proposed camera and DVR locations on the site plans are an attempt to cover all pedestrian and vehicle entry points as well as some common areas. Other areas covered by the proposed cameras in the following site plans are traditional “hot-spots” as identified by site staff and law enforcement.

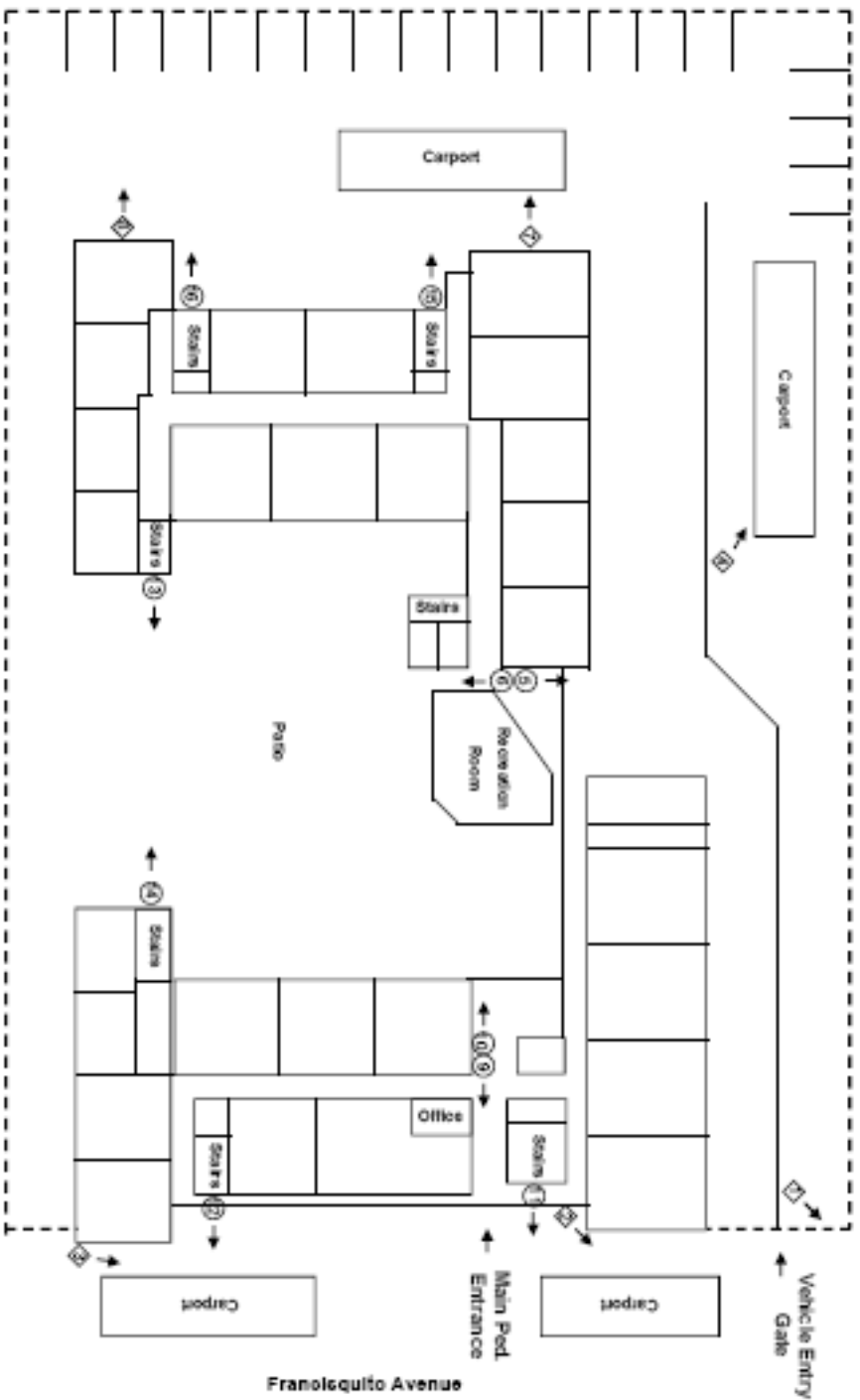
While the Housing Authority has identified these locations, the placement of cameras and the location of the DVR is open to Contractors suggestion and expertise. However, any proposed deviations of camera and DVR locations must be approved by the Housing Authority.

# Site Plan 1



# Site Plan 2





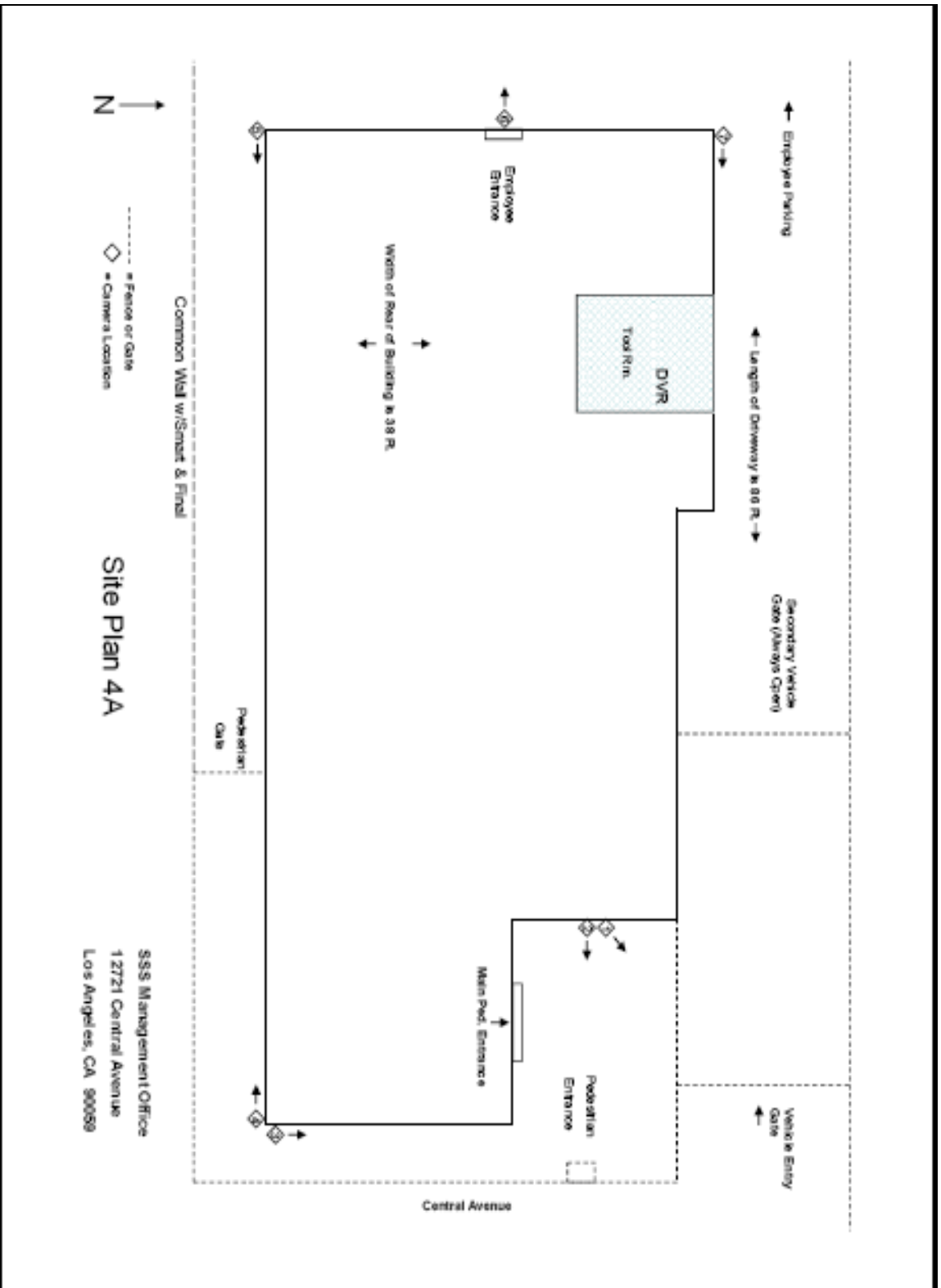
- Fence or Gate
- ◇ Exterior Camera Location
- Interior Camera Location

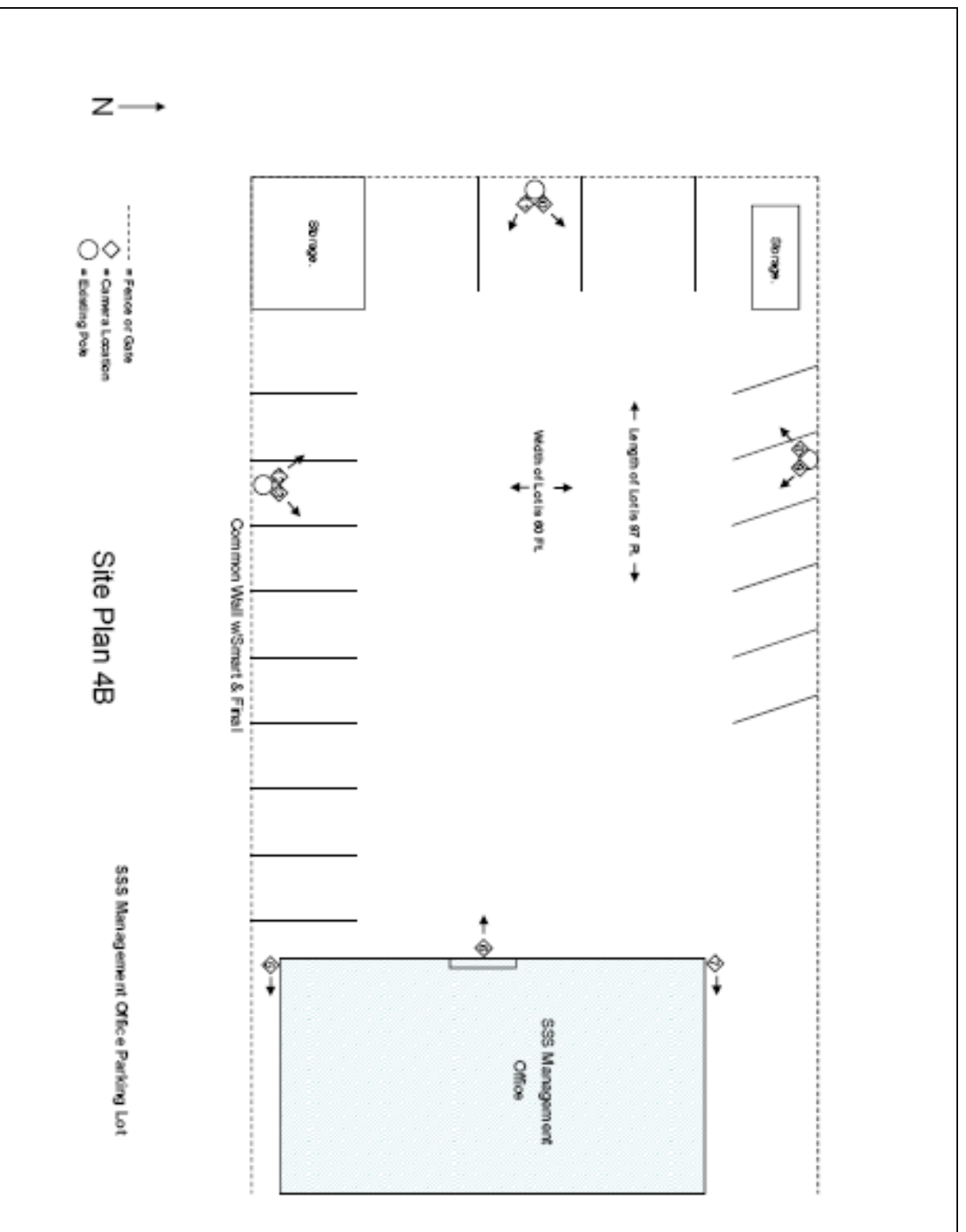
N  
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### Site Plan 3

Francoliquito Villa Apartments  
 14 022 Francoliquito Avenue  
 La Puente, CA 91749

Francoliquito Avenue





**ATTACHMENT B**

**FEE SCHEDULE**

## FEE SCHEDULE

**Contractor:**

**West Beach Systems  
1701 W. Burbank Blvd. Suite 202  
Burbank, CA 91506**

The Housing Authority will pay to the Contractor the following Amounts:

Carmelitos Housing Development	\$44,031.23
Nueva Maravilla Housing Development	\$36,570.00
Francisquito Villa Apartments	\$24,033.00
Century & Wilton Apartments	\$27,500.00
El Segundo II Apartments	\$22,200.00
106 <sup>th</sup> St. Apartments	\$20,300.00
South Scattered Sites Management Office	\$20,300.00
<b>Total</b>	<b>\$194,934.23</b>

1. Any unforeseen additional costs must be negotiated and approved prior to work execution. This Contract will then have to be amended prior to payment.
2. The Contractor may request individual payment requests for each site.
  - 2.A The first request for payment may include Contractor's materials costs, and may be submitted within one week of beginning the installation phase of the Contract. Contractor must provide a copy of the suppliers invoices showing the purchase and delivery of all system items.
  - 2.B The second request for payment may be upon completion and acceptance of 100% of the installation according to the Statement of Work (one building).
  - 2.C The final request for payment will be upon final completion of all work and acceptance by the Housing Authority of that work (final building).
3. The Contractor shall submit to the Housing Authority all of its payrolls for each pay period within 7 days after the pay period has ended. Contractor's failure to submit its payrolls within 7 days after the pay period has ended, is a violation of this Contract and entitles the Housing Authority to withhold up to ten percent (10%) from any pending payment until all such payrolls are received.
5. Contractor shall submit a Housing Authority approved invoice for payment.
6. The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.



**ATTACHMENT C**

**REQUIRED CONTRACT  
FORMS**

**(Insert all applicable required forms)**

# **ATTACHMENT D**

## **REQUIRED CONTRACT NOTICES**

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

#### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.**



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2008)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2008 are less than \$41,646 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

# **No shame.**

# **No blame.**

# **No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.



### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.



### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***